



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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January 19, 2010

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15 JANUARY 19, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**THIRTY-MONTH LEASE AMENDMENT TO LEASE NO. 72134  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
27233 CAMP PLENTY ROAD, CANYON COUNTRY  
(FIFTH DISTRICT) (3 VOTES)**

### SUBJECT

The proposed 30-month lease amendment will provide the Department of Public Social Services (DPSS) continued use of 8,400 rentable square feet of office and public service space for the CalWORKs, Food Stamp, and Medi-Cal services to participants in the Santa Clarita and southern Antelope Valleys.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the lease amendment is categorically exempt from the California Environmental Quality Act pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Chair to sign the 30-month lease amendment with Morris L. Taback and Annette Taback (Lessor), for 8,400 rentable square feet of office and public service space and 45 parking spaces at a maximum first year annual rent of \$141,120. The rental costs are 91 percent funded by State and Federal subvention and 9 percent net County cost.

*"To Enrich Lives Through Effective And Caring Service"*

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

DPSS has occupied the subject facility since 1978. The facility currently serves as a sub-office of East Valley and provides CalWORKs, Food Stamp and Medi-Cal services to participants in the Santa Clarita and southern Antelope Valleys.

The 48 DPSS employees and eight collocated County and/or contract staff provide a multi-range of services via CalWORKs, Medi-Cal, Food Stamps, Greater Avenues to Independence/MAXIMUS (GAIN/MAXIMUS), Welfare Fraud Prevention and Investigation, Child Support Services Department, and the Statewide Fingerprinting and Imaging System. The proposed amendment will provide DPSS uninterrupted use of the facility and continued delivery of services.

The DPSS space request was approved for 18,000 square feet. Because of current budget constraints, DPSS can afford only to maintain a lease at the existing facility under the same terms, conditions and rental rate rather than moving to a new location.

### **Implementation of Strategic Plan Goals**

In compliance with the Countywide Strategic Plan, Goal 2, Strategy 1, Client-Centered Integrated Services, DPSS implements client-centered approaches through integrated services and best practices in the provision of CalWORKs, Food Stamp and Medi-Cal services to participants in the Santa Clarita and southern Antelope Valleys. The renewal of the existing lease will allow DPSS to continue to address the economic welfare of children and families in the target area. In addition, the proposed lease amendment will provide continued housing for these primarily State and Federal funded programs in compliance with Goal 1, Strategy 1, Fiscal Sustainability, by promoting sound, prudent and transparent fiscal policies and practices to help ensure the maintenance of critical, high-priority public services despite economic conditions as further outlined in Attachment A.

### **FISCAL IMPACT/FINANCING**

The proposed lease amendment will provide uninterrupted use of 8,400 rentable square feet of office and public service space and 45 parking spaces at the maximum first year annual rent of \$141,120 or \$11,760 monthly. The proposed monthly rent represents a monthly increase of \$2,520 from the existing rent under the lease currently in holdover. However, the current rental rate has remained unchanged since June 1, 2004.

<b>27233 Camp Plenty Road</b>	<b>Existing Lease Amendment</b>	<b>Proposed Lease Amendment</b>	<b>Difference</b>
Area (Square feet)	8,400	8,400	None
Term	Five years (6/1/04-5/31/09, currently in holdover)	30 months /upon Board approval	+ 30 months
Options to Renew	One five-year option to renew the lease	None	- option to renew the lease
Annual Rent	\$110,880 (\$13.20/sq.ft.) split service, net utilities	\$141,120 (\$16.80/sq.ft.) split service, net utilities	+ \$30,240 (\$3.60/sq.ft.)
Parking (included in rent)	45 off-street spaces	45 off-street spaces	None
Cancellation	Lessee's right to cancel after five years upon 120 days notice	Mutual right to cancel after 15 months upon 60 days notice	Mutual right to cancel
Rental Adjustments	None (fixed for the term)	None (fixed for the term)	None
Holdover	Same terms and conditions including rent	Same terms and conditions at 125 percent of prevailing rent	+ 25 percent of the rent prevailing under the lease

Sufficient funding for the proposed lease amendment is included in the 2009-10 Rent Expense budget and will be billed back to DPSS. Sufficient funding is available in the 2009-10 DPSS budget to cover the projected lease costs. The cost associated with the proposed lease will be 91 percent funded by State and Federal subvention and 9 percent net County cost.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed lease amendment to extend the term 30 months will continue to provide DPSS 8,400 rentable square feet of office and public service space and 45 parking spaces. The Amendment contains the following provisions:

- The term will commence upon Board approval;
- The annual rent will increase from \$110,880 to \$141,120 or 27 percent, and remain fixed throughout the extended term;
- The rent will increase 125 percent in the event of holdover;
- Either party may cancel after 15 months of the lease term upon 60 days prior written notice.

The lease amendment provides the Lessee continuing responsibility for interior building maintenance, janitorial services, and utilities. The Lessor will remain responsible for structural maintenance, concealed building systems, parking and landscaping.

This Office conducted a survey of the area to determine the availability of comparable and more economical sites. Chief Executive Office (CEO) Real Estate staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically. Staff has established that the rental range for similar office space is between \$18 and \$24 per square foot per year, plus maintenance and utilities. Thus, the base annual rental rate of \$16.80 for the proposed lease amendment represents a range below market for the area.

Attachment B shows County-owned and leased facilities within the service area for these programs. There are no suitable County-owned or leased facilities available for these programs.

Notification letters have been sent to the City of Santa Clarita pursuant to Government Code Sections 25351 and 65402. The Department of Public Works has completed a seismic review of the facility and found it suitable for County's continued occupancy. In addition, the building is in close proximity to public transportation routes and Americans with Disabilities Act accessible.

The construction and operational costs associated with a childcare facility at this location are not financially feasible for the Department at this time.

#### **NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT**

Find that the amendment is categorically exempt from the California Environmental Quality Act pursuant to Class 1, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15301 of the State Guidelines for Existing Facilities.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

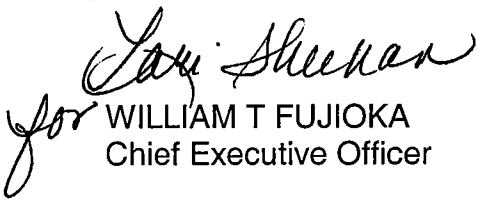
It is the finding of the CEO that the proposed amendment will allow DPSS to continue to utilize the subject facility. DPSS concurs with this recommendation.

The Honorable Board of Supervisors  
January 19, 2010  
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**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors return two original lease amendments and two certified copies of the Minute Order and adopted stamped Board letter to the CEO, Real Estate Division, 222 South Hill Street, 4th Floor, Los Angeles, CA 90012.

Respectfully submitted,

  
for WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:SK:WLD  
CEM:MM:hd

Attachments

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Department of Public Social Services

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DEPARTMENT OF PUBLIC SOCIAL SERVICES  
27233 CAMP PLENTY ROAD, CANYON COUNTRY

**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
	A	Does lease consolidate administrative functions? <sup>2</sup>			<b>X</b>
	B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>	<b>X</b>		
	C	Does this lease centralize business support functions? <sup>2</sup>			<b>X</b>
	D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>150 sq. ft. per person. Although approved for 18,000 square feet, DPSS must continue to utilize the subject facility due to the additional costs that would be incurred in conjunction with the relocation to another leased facility.</b>		<b>X</b>	
<b>2.</b>	<b><u>Capital</u></b>				
	A	Is it a substantial net County cost (NCC) program? <b>Costs are offset 91% by subvention funding and 9% net County cost.</b>		<b>X</b>	
	B	Is this a long term County program?	<b>X</b>		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
	D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
	E	If yes, why is lease being recommended over occupancy in County-owned space?		<b>X</b>	
	F	Is Building Description Report attached as Attachment B?	<b>X</b>		
	G	Was build-to-suit or capital project considered? <b>The proposed building is available at competitive market rate.</b>		<b>X</b>	
<b>3.</b>	<b><u>Portfolio Management</u></b>				
	A	Did department utilize CAO Space Request Evaluation (SRE)?	<b>X</b>		
	B	Was the space need justified?	<b>X</b>		
	C	If a renewal lease, was co-location with other County departments considered?	<b>X</b>		
	D	Why was this program not co-located?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. ____ No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. <u><b>X</b></u> The Program is being co-located.			
	E	Is lease a full service lease? <sup>2</sup> <b>The Lessee will continue to be responsible for all utilities and interior maintenance as provided in the preceding agreement.</b>		<b>X</b>	
	F	Has growth projection been considered in space request?	<b>X</b>		
	G	Has the Dept. of Public Works completed seismic review/approval?	<b>X</b>		
		<sup>1</sup> As approved by the Board of Supervisors 11/17/98			
		<sup>2</sup> If not, why not?			

## Attachment B

**DEPARTMENT OF PUBLIC SOCIAL SERVICES**  
**SPACE SEARCH 3 MILE RADIUS OF**  
**27233 CAMP PLENTY ROAD, CANYON COUNTRY**

LACO	FACILITY NAME	ADDRESS	SQUARE GROSS	FEET NET	OWNERSHIP	SQUARE FEET AVAILABLE
A524	DCFS SANTA CLARITA OFFICE	28490 AVENUE STANFORD, SANTA CLARITA 91355	32743	29469	LEASED	NONE
D143	DCSS-SANTA CLARITA VALLEY SERVICE CENTER	24269 SAN FERNANDO RD, NEWHALL 91321	5700	4560	LEASED	NONE
A341	DPSS-SANTA CLARITA BRANCH / LANCASTER AP DIST	27233 CAMP PLENTY RD, SANTA CLARITA 91351	8400	5610	LEASED	NONE
A526	PUB LIB-CANYON COUNTRY JO ANNE DARCY LIBRARY	18601 SOLEDAD CANYON RD, SANTA CLARITA 91351	12500	11250	PERMIT	NONE
A741	PUB LIB-CASTAIC LIBRARY	27971 SLOAN CANYON RD, CASTAIC 91384	6985	6636	LEASED	NONE
A200	PUBLIC HEALTH-ENVIRONMENTAL HEALTH	26415 CARL BOYER DR, SANTA CLARITA 91350	5594	5314	LEASED	NONE
4085	PUBLIC LIBRARY-NEWHALL LIBRARY	22704 W 9TH ST, SANTA CLARITA 91321	4842	3432	OWNED	NONE
5541	PUBLIC LIBRARY-VALENCIA LIBRARY	23743 W VALENCIA BLVD, SANTA CLARITA 91355	24144	19245	OWNED	NONE
5542	SANTA CLARITA ADMINISTRATIVE CENTER BUILDING	23757 W VALENCIA BLVD, SANTA CLARITA 91355	22767	20427	OWNED	NONE
5543	SANTA CLARITA COURTHOUSE	23747 W VALENCIA BLVD, SANTA CLARITA 91355	32950	17979	OWNED	NONE
X298	SANTA CLARITA VALLEY SENIOR CENTER	22900 MARKET ST, SANTA CLARITA 91321	9240	7920	OWNED	NONE
A449	SHERIFF-SANTA CLARITA VALLEY DETECTIVE BUREAU	26340 CITRUS ST, VALENCIA 91355	9500	9025	LEASED	NONE

**AMENDMENT NO. 2**  
**LEASE AGREEMENT NO. 72134**

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT NO. 72134 ("Amendment No. 2") is made, entered into and dated as of this 19<sup>th</sup> day of January, 2009<sup>18</sup> by and between MORRIS L. TABACK and ANNETTE TABACK, hereinafter referred to as "LESSOR" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "LESSEE".

WHEREAS, a Lease and Agreement by and between Morris L. Taback and Annette Taback as Lessor, and the County of Los Angeles as Lessee, was executed June 1, 1999 (the "Lease"), pursuant to which Lessor leased to Lessee those certain Premises located at 27233 Camp Plenty Road, Canyon Country, more particularly described as approximately 8,400 rentable square feet of office space and 45 parking spaces and;

WHEREAS, Amendment No. 1 to Lease No. 72134, extended the term, transferred responsibility for all utilities to the Lessee, provided an option to extend the term for an additional five years, and provided certain improvements to the Premises in compliance with the requirements of the Americans with Disabilities Act (ADA) and;

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease to extend the term and increase the rental rate and provide for the good faith negotiation of a new lease or an extension hereof only;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the rents, covenants and agreements herein contained, and intending to be legally bound, Lessor and Lessee hereby covenant and agree as follows:

1. **TERM:** Paragraph 2A, ORIGINAL TERM, is hereby amended such that the term of this Lease is extended so that it shall end thirty (30) months after execution of this Amendment No. 2 by the Lessee's Board of Supervisors, unless this Lease is cancelled, or otherwise terminated in accordance with the provisions of this Amendment No. 2.

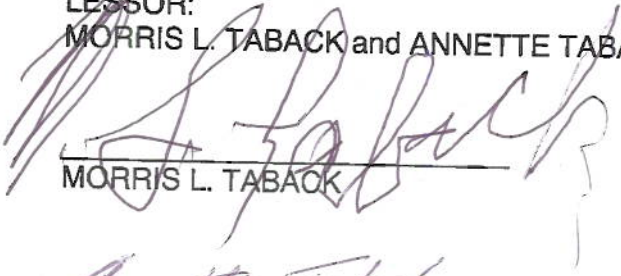
- A. Lessee and Lessor shall have the right to cancel and terminate this Lease during the period of time commencing on the first day of the month following fifteen (15) months after the commencement of the lease term ("the cancellation right") by giving either Lessor by Chief Executive Office letter, if by Lessee, or if by Lessor, written notice to Lessee of its election to terminate the Lease. Such cancellation of this Lease shall give not less than sixty (60) days notice of either Lessor or Lessee's intent to terminate. Time is of the essence in the exercise of the cancellation right contained herein.



- B. In the event Lessor and Lessee agree to commence negotiations in good faith for a new lease to replace the existing extended lease or a further extension thereof no later than six (6) months prior to the termination date of the extended lease as described herein, Lessee shall provide written notice to Lessor no earlier than seven (7) months prior to the termination date and be completed with a signed and approved new lease or extension prior to the termination date of the extended lease.
  - C. At the end of the term of this extended lease, and in the event a new lease or an extension is not executed and approved by the parties in writing by the termination date, Lessee shall become a month-to-month tenant with rental payable in a sum equal to 125% of the then current rent paid during the last month of the extended lease.
- 2. **RENT:** Paragraph 3, RENT, is hereby deleted in its entirety and the following is substituted therefore:
  - A. Lessee hereby agrees to pay as rent for the Premises during the term the sum of \$11,760 per month, i.e. \$1.40 per rentable square foot per month payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefore for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.
- 3. Wherever a conflict exists in the terms or conditions of Amendment No. 2 to Lease No. 72134 and the original Lease, the terms and conditions of this Amendment No. 2 shall prevail. All other terms and conditions of the Lease shall remain unchanged and are hereby reaffirmed in full force and effect.

IN WITNESS WHEREOF the Lessor has executed this Amendment No. 2 or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Amendment No. 2 to be executed on its behalf by the Chair of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR:  
MORRIS L. TABACK and ANNETTE TABACK


  
MORRIS L. TABACK

  
ANNETTE TABACK

ATTEST:  
Sachi A. Hamai  
Executive Officer-Clerk  
Of the Board of Supervisors

LESSEE:  
COUNTY OF LOS ANGELES  
a body politic and corporate

By:   
Deputy

By:   
Chair, Los Angeles County

APPROVED AS TO FORM:  
ROBERT E. KALUNIAN  
Acting County Counsel

By:   
Amy M. Caves  
Senior Deputy County Counsel



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By:   
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

15

JAN 19 2010

  
SACHI A. HAMAI  
EXECUTIVE OFFICER